

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

JILL CELLI,	:	NO. 04-2262
Plaintiff,	:	
v.	:	
NORTHEASTERN EDUCATIONAL	:	
INTERMEDIATE UNIT #19, FRED R. ROSETTI,	:	
Ed.D., CLARENCE LAMANA, Ed.D.,	:	
SUSAN WZOREK, JAMES O'HORA,	:	
CATHERINE RACHOWSKI, THE SCHOOL	:	
DISTRICT OF ABINGTON HEIGHTS,	:	
DAVID ARNOLD, Ed.D., MARIELLEN SLUKO,	:	
MARY ALICE BARTZ, AND BARBARA	:	
UNOSKI,	:	
Defendants.	:	

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UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

ROBIN MEDEIROS,	:	NO. 04-2263
Plaintiff,	:	
v.	:	
NORTHEASTERN EDUCATIONAL	:	
INTERMEDIATE UNIT #19, FRED R. ROSETTI,	:	
Ed.D., CLARENCE LEMANNA, Ed.D.,	:	
SUSAN WZOREK, JAMES O'HORA,	:	
KATHLEEN RACHOWSKI, THE SCHOOL	:	
DISTRICT OF ABINGTON HEIGHTS,	:	
DAVID ARNOLD, Ed.D., MARIELLEN SLUKO,	:	
MARY ALICE BARTZ, AND BARBARA	:	
UNOSKI,	:	
Defendants.	:	

**OFFER OF JUDGMENT**

TO: Counsel for both Plaintiffs  
Kevin Quinn, Esquire  
148 Adams Avenue  
Scranton, PA 18503

PLEASE TAKE NOTICE that Northeastern Educational Intermediate Unit #19, Fred R. Rosetti, Ed.D., Clarence Lemanna, Ed.D., Susan Wzorek, James O'Hora, Kathleen Rachowski, The School District of Abington Heights, David Arnold, Ed.D., Mariellen Sluko, Barbara Urnoski and Mary Alice Bartz in the above captioned action, hereby offers to allow judgment to be taken against all Defendants for the sum of:

1. \$50,000 to Jill Celli and reasonable attorney fees incurred as of the date of the judgment with contribution apportioned as follows:

\$ 22,500 by Defendants Northeastern Educational Intermediate Unit #19, Fred R. Rosetti, Clarence Lemanna, Ed.D., James O'Hora and Kathleen Rachowski;

\$ 22,500 by Defendants The School District of Abington Heights, David Arnold, Ed.D., Mariellen Sluko, Barbara Urnoski and Mary Alice Bartz;

\$ 5,000 by Susan Wzorek.

2. \$50,000 to Robin Medeiros and reasonable attorney fees incurred as of the date of the judgment with contribution apportioned as follows:

\$ 22,500 by Defendants Northeastern Educational Intermediate Unit #19, Fred R. Rosetti, Clarence Lemanna, Ed.D., James O'Hora and Kathleen Rachowski;

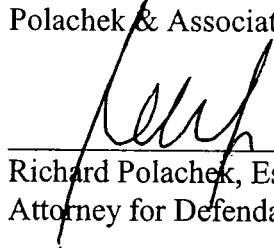
\$ 22,500 by Defendants The School District of Abington Heights, David Arnold, Ed.D., Mariellen Sluko, Barbara Urnoski and Mary Alice Bartz;

\$ 5,000 by Susan Wzorek.

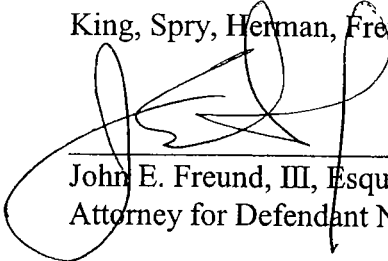
This offer is contingent upon the following conditions:

1. Both Plaintiffs agree to sign a Release and Settlement Agreement in the form attached hereto as Exhibit "A", the terms and conditions of which are incorporated herein and made a part herein by reference.
2. Both Plaintiffs, Jill Celli and Robin Medeiros, must accept this offer to make it valid.
3. In the event Plaintiffs breach any of the terms and conditions of the Offer of Judgment and/or the Release and Settlement Agreement attached hereto and made a part herein by reference, Defendants shall be entitled to liquidated damages against Plaintiff in the full amount of the Judgment paid herein by Defendants to Plaintiffs.
4. This offer is made pursuant to Rule 68 of the Federal Rules of Civil Procedure. Evidence of this offer is not admissible in this case except in a proceeding to determine costs. If this offer is not accepted in writing within ten(10) days after it is served, it shall be deemed withdrawn.

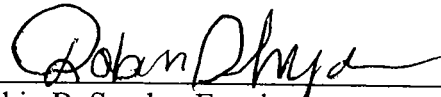
Polachek & Associates, P.C.

  
Richard Polachek, Esquire  
Attorney for Defendant Susan Wzorek

King, Spry, Herman, Freund & Faul, LLC

  
John E. Freund, III, Esquire  
Attorney for Defendant NEI19

Marshall Dennehey Warner Coleman & Goggin

  
Robin B. Snyder, Esquire  
Attorney for Defendant The School District of  
Abington Heights

DATE: 11/4/05

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

IT IS HEREBY AGREED AS FOLLOWS:

**JILL CELLI AND ROBIN MEDIEROS** , for and in consideration of payments and benefits described more fully herein, and other good and valuable consideration does, hereby remise, release, and forever discharge the NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT #19, FRED R. ROSETTI, Ed.D., CLARENCE LAMANNA, Ed.D., SUSAN WZOREK, JAMES O'HORA, CATHERINE RACHOWSKI, THE SCHOOL DISTRICT OF ABINGTON HEIGHTS, DAVID ARNOLD, Ed.D., MARIELLEN SLUKO, MARY ALICE BARTZ, AND BARBARA UNOSKI, AND SCHOOL CLAIMS SERVICE, LLC and PSBA INSURANCE TRUST SCHOOL LEADERS' LEGAL LIABILITY RISK MANAGEMENT PROGRAM, as well as all Trustees, Administrators, Officers, and their past, present and future trustees, administrators, officers, insurers, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, predecessors and successors in interest, and assigns, and any and all other persons, firms corporations and entities, whether herein named or referred to or not, of and from all, and all manner of, actions, causes of action, suits, claims, debts, demands, dues, accounts, bonds, covenants, contracts, agreements, judgments, damages, delay damages, costs, expenses, loss of services, attorney fees, and any and all claims of whatever kind and nature whatsoever, arising out of or related to their employment, in law or in equity, especially pertaining to those claims and causes of action more specifically described in actions filed in the United States District Court for the Middle District of Pennsylvania, docketed to numbers 04-2262 and 04-2263, except such claims for reasonable attorneys' fees and costs as are described in the Offer of Judgment dated November 3, 2005, which **JILL**

**CELLI AND ROBIN MEDIEROS**, ever had, now has, or can, shall, or may have in the future or which their heirs, executors, administrators, successors, or assigns, or any of them, hereafter can, shall, or may have, for or by reason of any cause, matter, or thing whatsoever, from the beginning of the world to the date of these presents.

Defendants agree to pay the following amounts in settlement:

1. \$50,000 to Jill Celli and reasonable attorneys' fees with contribution apportioned as follows:

\$ 22,500 by Defendants Northeastern Educational Intermediate Unit #19, Fred R. Rosetti, Clarence Lemanna, Ed.D., James O'Hora and Kathleen Rachowski;

\$ 22,500 by Defendants The School District of Abington Heights, David Arnold, Ed.D., Mariellen Sluko, Barbara Unoski and Mary Alice Bartz;

\$ 5,000 by Susan Wzorek.

2. \$50,000 to Robin Medeiros and reasonable attorneys' fees with contribution apportioned as follows:

\$ 22,500 by Defendants Northeastern Educational Intermediate Unit #19, Fred R. Rosetti, Clarence Lemanna, Ed.D., James O'Hora and Kathleen Rachowski;

\$ 22,500 by Defendants The School District of Abington Heights, David Arnold, Ed.D., Mariellen Sluko, Barbara Unoski and Mary Alice Bartz;

\$ 5,000 by Susan Wzorek.

IT IS AGREED AND UNDERSTOOD that this is a full and final release of all claims of every nature and kind whatsoever and that it releases all claims for injuries, losses, and damages that are presently known or suspected and all claims for injuries, losses, and damages that are not presently known or suspected but which may later develop or be discovered.

IT IS AGREED AND UNDERSTOOD that the consideration paid in exchange for this release is not to be construed as an admission of liability on the part of the releasees herein, all liability being expressly denied, and that the said payment is made to effect a compromise of a disputed claim.

IT IS FURTHER AGREED AND UNDERSTOOD that the parties agree that nothing will be said by either party that will disparage either parties' professional or business reputation.

IT IS FURTHER AGREED AND UNDERSTOOD that this release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not a mere recital.

WITNESS: **JILL CELLI**  
\_\_\_\_\_(SEAL)

WITNESS: **ROBIN MEDIEROS**  
\_\_\_\_\_(SEAL)

WITNESS: **DR. FRED ROSETTI, for NEIU#19**  
\_\_\_\_\_(SEAL)

WITNESS: **DR. DAVID ARNOLD, for SCHOOL  
DISTRICT OF ABINGTON HEIGHTS**  
\_\_\_\_\_(SEAL)

COMMONWEALTH OF PENNSYLVANIA           )  
                                                               )SS:  
COUNTY OF NORTHAMPTON                 )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me a notary public, the undersigned officer, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that s/he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of an Offer of Judgment to both Plaintiffs, Jill Celli and Robin Medieros has been served upon the following counsel of record on this day, November 3, 2005 by facsimile and first class mail:

Kevin C. Quinn, Esquire  
Wright & Reihner, PC  
148 Adams Avenue  
Scranton, PA 18503

Robin B. Snyder, Esquire  
Marshall, Dennehey, Warner, Coleman & Goggin  
401 Adams Avenue, Suite 401  
Scranton, PA 18510

Richard Polachek, Esquire  
22 E. Union Street, Suite 600  
Wilkes-Barre, PA 18701-2723

DATE: November 3, 2005

BY:   
John E. Freund, III, Esquire



# WRIGHT & REIHER PC

ATTORNEYS AT LAW

November 18, 2005

**VIA TELEFAX**

Robin B. Snyder, Esquire  
Marshall, Dennehey, Warner, Coleman & Goggin  
401 Adams Avenue, Suite 400  
Scranton, PA 18510

John E. Freund, III, Esquire  
King, Spry, Herman, Freund & Faul, LLC  
One West Broad Street  
Suite 700  
Bethlehem, PA 18018

Richard Polachek, Esquire  
Polachek & Associates, P.C.  
22 East Union Street  
Suite 400  
Wilkes-Barre, PA 18701

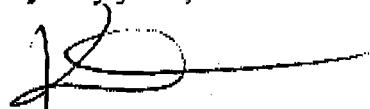
Re: **Jill Celli v. NEIU 19, et al., No. 3:04-CV-02262;**  
**Robin L. Mederios v. NEIU 19, et al., No. 3:04-CV-02263**

Dear Counsel:

In light of the telefax I just received from John Freund, it is my understanding that the changes to the Settlement Agreement requested in Paragraphs 1 through 4 of my November 10, 2005 letter have been accepted by the Defendants. With the understanding that those changes will be incorporated in the final Settlement Agreement, this letter will confirm that our clients accept the Defendants' Offer of Judgment.

I would like to discuss with you sometime early next week the process by which the reasonableness of the attorneys fees award will be determined.

Very truly yours,



Kevin C. Quinn

KCQ:ab

Enclosure

cc: Joseph T. Wright, Jr., Esq.

